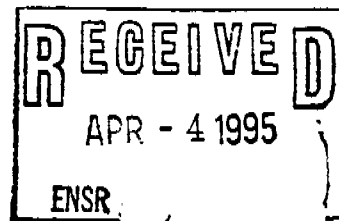




CHEMICAL MANUFACTURERS ASSOCIATION



March 31, 1995

Christian Seigneur, Ph.D.
General Manager
ENSR Consulting and Engineering
1320 Harbor Bay Parkway
Suite 210
Alameda, CA 94502

Dear Dr. Seigneur:

The Chemical Manufacturers Association (CMA) is entering into this Agreement on behalf of its Vinyl Chloride Panel.

CMA hereby retains ENSR's (the "Contractor's") services in the manner described in the attached Scope of Work, which is expressly made a part of this Agreement: "February 14, 1995 ENSR letter from Dr. Christian Seigneur to Hasmukh Shah."

This Agreement authorizes costs not to exceed \$20,000. An initial payment of \$8,000 will be made upon execution of this Agreement. Expenses in excess of \$8,000 will be paid on a monthly basis based upon detailed invoices describing the services rendered, persons rendering such services, their rates and other direct charges incurred such as shipping, copying costs, etc. A final payment of the difference between the total of previous payments and the lesser of actual costs or total contract cost will be made upon completion and receipt of an invoice labeled "final". Any increase in cost must be authorized in writing by CMA's Treasurer or Controller.

CMA will be represented during this Agreement by Dr. Hasmukh Shah, the Panel Manager.

By entering this Agreement, the undersigned certifies that he/she is authorized to sign on behalf of, and bind, ENSR Consulting and Engineering to the terms and conditions herein stated.

At all times in the performance of this Agreement, the Contractor will act as an independent contractor. The Contractor will employ the staff to fulfill the terms of this Agreement, have exclusive supervision, management, and control over this staff, provide the facilities to conduct the work under this Agreement, and have exclusive control over expenditures of funds provided by CMA under this Agreement.

CMA enters into this Agreement with the understanding that the project will be personally supervised by Dr. Christian Seigneur of ENSR and its subcontractor, Donald

Whorton. If this should change, the Contractor agrees to notify CMA in advance, in which event this Agreement becomes subject to renegotiation at CMA's option.

The Contractor will provide CMA with trained personnel who are capable of performing the work under the terms of this Agreement. Should CMA make specific requests of the Contractor for assignment of particular employees or personnel, the Contractor will make every effort to honor these specific requests.

All originals and copies of written materials, work histories, and other data, including programs, diskettes, tapes, listings, and other programming documentation originated and prepared for CMA pursuant to the April 6, 1984 Agreement with Environmental Health Associates, which ENSR acquired as a result of a merger between ENSR and EHA, shall be promptly delivered to CMA or its designee upon request, and shall not be used in the performance of any other services by the Contractor without prior written authorization by CMA.

The Contractor hereby agrees to indemnify CMA against all costs and legal liabilities arising out of the performance of this Agreement that are not the result of CMA's negligence. The Contractor's liability under this Agreement is limited to \$50,000.

Except for damages arising from gross negligence, neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, employees or contractors or any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect or consequential damages arising out of or related to the services, whether based on contract, tort, statute or otherwise.

The Contractor agrees, if requested by CMA, to appear as a witness before or prepare a written statement for a court, regulatory agency or other organization regarding any matters connected with this Agreement. The Contractor's fees for such testimony shall be negotiated in the event of such a request by CMA. The Contractor's fees, however, shall not exceed the fees the Contractor usually charges for such services.

This Agreement and the attached Scope of Work represent the entire contract between the parties on this subject. There are no oral or written promises, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between the parties on this subject. The terms and obligations under this Agreement may not be assigned by either party without written consent by both parties.

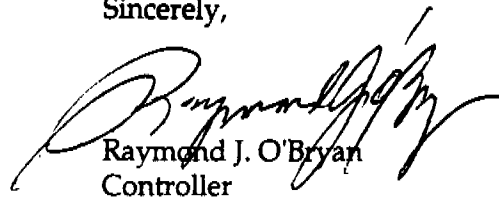
This Agreement may be amended only by a written addendum signed by both parties.

This Agreement is subject to, and is to be construed under, the laws of the District of Columbia, United States of America. Actions brought under this Agreement shall be brought in any court of competent jurisdiction in the District of Columbia.

If the terms of this Agreement meet with your approval, please sign both copies of this Agreement, retain one for your files, and return the other to Dr. Hasmukh Shah at CMA.

On all correspondence, invoices and reports, please use CMA Reference Number VCHC-5.0-EPI ENSR.

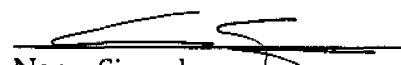
Sincerely,



Raymond J. O'Bryan
Controller

ACCEPTED FOR:

ENSR Consulting and Engineering



Name Signed
Christian Seigneur, Ph.D.
Name Typed
GENERAL MANAGER
Title
4/4/95
Date

CMA 115146



ENSR Consulting
and Engineering

1320 Harbor Bay Parkway
Suite 210
Alameda, CA 94502
(510) 865-1888
FAX (510) 748-6799

VIA FACSIMILE (202) 887-1237

February 14, 1995

Hasmukh C. Shah, Ph.D.
Manager
Vinyl Chloride Panel
Chemical Manufacturers Association
2501 M Street, NW
Washington, D.C., 20037

Dear Dr. Shah:

This proposal is prepared at your request to transfer all of the records from the Vinyl Chloride study in ENSR's possession to CMA. This letter also summarizes the conversations you have had with Dr. Donald Whorton, formerly with ENSR.

SCOPE OF WORK

Task 1: Returning All Records Except Death Certificates and Data Tapes

ENSR will review the offsite storage records for each carton of records and will have the record storage facility directly ship records to the address provided by CMA. Most of these cartons will contain work history forms by individual plant. ENSR will also directly ship the 12 cartons of records currently located in ENSR's office. These primarily are work history forms.

Task 2: Death Certificate Assessment

ENSR currently has four file boxes identified as containing death certificates. As ENSR has informed CMA in the past (letter from Dr. Donald Whorton to Dr. Hasmukh Shah, February 10, 1994) returning the death certificates is not as easy as the other records due to the different requirements from among states for confidentiality. The following summarizes the information known at that time for all states but Hawaii, Nebraska and Vermont.

Group A:

States will allow ENSR to give the death certificates to individual companies or CMA as long as we document what is being transmitted.

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This group includes the following states: Alaska, California, Connecticut, District of Columbia, Illinois, Iowa, Maryland, Massachusetts, Minnesota, Nevada, Ohio, and Washington.

Group B:

ENSR can provide state file numbers, dates of death, and names to companies or CMA.

This group includes the following states: Colorado, Georgia, Idaho, Indiana, Kentucky, Louisiana, Maine, New Mexico, New York, Oregon, Rhode Island, South Carolina, West Virginia, Wisconsin, and Wyoming.

Group C:

These states require both ENSR and the companies or CMA to write and request the death certificates based on the studies. This involves completing application forms for each state (not all the same), entering the state file numbers, and communicating with each company or CMA. There is then the additional cost of the death certificates.

This group includes the following locations: Alabama, Arizona, Arkansas, Delaware, Florida, Kansas, Michigan, Missouri, Mississippi, Montana, New Hampshire, New Jersey, New York City, North Carolina, North Dakota, Oklahoma, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Virginia, and Puerto Rico.

ENSR will contract with Donald Whorton, M.D., Inc. to have all of the death certificates separated into categories A, B, or C as noted above. Whorton's staff will further separate each category into individual states. Whorton will return all death certificates in Category A once this sorting is completed. Whorton will also determine the appropriate category for Hawaii, Nebraska and Vermont.

CMA will contact each of the states in Categories B and C to obtain permission for transfer of the death certificates from this important study. Once CMA provides ENSR with written approval from a state in one of these two categories, Whorton will transfer the appropriate death certificates to CMA investigator.

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Task 3: Transfer of Data Tapes

ENSR will hire a statistician consultant to review and process the tapes so they can be transferred to the new investigator. The specific death information from death certificates in states in Categories B & C above will be removed. Once the tapes are properly formatted, a CMA representative will personally pick up the tape for hand delivery to the new investigator. Dr. Whorton will provide guidance to the statistician to assure that the process is completed properly.

COSTS

In his February 1994 letter to Dr. Shah, Dr. Whorton estimated the costs for this transfer to be \$19,300. Therefore, our initial cost estimate is \$20,000. However, it will be necessary to refine this cost estimate once the extent of the work required on each of the tasks has been carefully determined. ENSR will submit a revised cost estimate before expenditures exceed \$5,000. ENSR will not to exceed \$20,000 without prior approval from CMA and Dr. Shah.

ENSR will do this work on a time and materials basis using the attached general terms and conditions. CMA will pay ENSR \$8,000 upon signing of the agreement. ENSR will bill CMA on a monthly basis for the work.

Sincerely,

ENSR Consulting and Engineering

A handwritten signature in cursive script, appearing to read "Christian Seigneur".

Christian Seigneur, Ph.D.
General Manager

CS:cm

Enclosures

SHAH2-14.LTR

CMA 115149